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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

CAREY LICENSING, INC. and CAREY
INTERNATIONAL, INC.,

Plaintiffs,

v.

ALEXANDER SANDLER, SIMA
SANDLER, OKSANA SANDLER, and
ALEXANDER KOGAN,

Defendants.

No.

CV05-1337 *XR*

COMPLAINT

JURY TRIAL DEMANDED



05-CV-01337-CMP

Plaintiffs Carey Licensing, Inc., and Carey International, Inc. (collectively, "Carey"), by their attorneys, Stoel Rives LLP, for their complaint against defendants Alexander Sandler, Sima Sandler, Oksana Sandler, and Alexander Kogan (individually and collectively, "Defendants") allege as follows:

1. This is an action for willful trademark infringement and cybersquatting. Carey is the world's largest chauffeured vehicle service companies and has spent considerable time and resources in marketing and promoting its services under the CAREY® marks. Defendants are seasoned cybersquatters who are engaged in a pervasive and persistent campaign to build their fledgling limousine business by infringing Carey's established trademark rights and cashing in

COMPLAINT - 1

1 on Carey's valuable business reputation by: (i) naming their competing limousine business
 2 **"Carey Limo International"**; (ii) fraudulently registering and using multiple domain names that
 3 incorporate and are confusingly similar to Carey's CAREY® marks, such as
 4 **CareyLimoInternational.com, CareyUS.com, CareyGlobal.com, CareyInc.com, Carey-**
 5 **Inc.com, Carey-Corp.com, CarreyInternational.com, CarreyChauffeurs.com,**
 6 **CarreyGlobal.com, Carey-Online.com, Carey-Web.com, I-Carey.com, CarreyUS.com, and**
 7 **CarreyUSA.com;** and (iii) procuring telephone and fax numbers containing the CAREY®
 8 marks, namely, (888) CAREY-03 and (888) CAREY-04. Defendants obviously adopted and
 9 have been using the CAREY® marks in their business name, domain names, and contact
 10 numbers in a deliberate and concerted effort to mislead the public and siphon away Carey's
 11 actual and potential clients.
 12

13
 14 2. Defendants' willful and unlawful conduct plainly constitutes trademark
 15 infringement under Section 32(1) of the Lanham Act, 15 U.S.C § 1114, trademark infringement,
 16 unfair competition and false designation of origin in violation of Section 43(a) of the Lanham
 17 Act, 15 U.S.C § 1125(a), cybersquatting under the Anticybersquatting Consumer Protection Act,
 18 15 U.S.C. § 1125(d), as well as unfair competition under the common law and Washington
 19 Consumer Protection Act, RCW 19.86.020 et seq.
 20

21 3. Carey brings this action to secure preliminary and permanent injunctive relief
 22 restraining Defendants from continuing to falsely and deceptively use Carey's marks, or marks
 23 confusingly similar to those belonging to Carey, in connection with their competing limousine
 24 company and from using the CAREY® marks in domain names for any of Defendants' websites.
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COMPLAINT - 2

1 Carey also seeks actual and treble damages, Defendants' profits, as well as attorneys' fees and
2 costs as a result of Defendants' egregious conduct.

3 **JURISDICTION AND VENUE**

4 4. This Court has jurisdiction over this action pursuant to 28 U.S.C. §§ 1331,
5 1332(a)(1), 1338(a) and (b), 1367, and 15 U.S.C. §§ 1116 and 1121.

6 5. The matter in controversy exceeds \$75,000.

7 6. Venue in this District is proper under 28 U.S.C. §§ 1391(b) and (c).

8 **THE PLAINTIFFS**

9 **Carey Licensing, Inc. and Carey International, Inc.**

10 7. Plaintiff Carey Licensing, Inc. ("Carey Licensing") is a Delaware corporation
11 with its principal place of business at 4350 Wisconsin Avenue NW, Washington, D.C. 20016.

12 8. Plaintiff Carey International, Inc. ("Carey International") is a Delaware
13 corporation with its principal place of business at 4350 Wisconsin Avenue NW, Washington,
14 D.C. 20016. Carey International is the parent company of Carey Licensing.

15 9. Carey is the world's largest chauffeured vehicle service company, providing
16 services through a worldwide network of individual and company owned and operated franchise
17 and affiliated companies, serving over 500 cities in 65 countries. Carey has been in the
18 chauffeured limousine business for nearly eighty years, and has continuously used the name
19 "Carey" to conduct its business. Carey first started in 1921 with a fleet of six cars in New York.
20 Since then, Carey has expanded tremendously and now offers, through its subsidiaries, affiliates
21 and licensees, chauffeur driven services in cities throughout the world, including Seattle, San
22 Francisco, Los Angeles and New York.
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1 10. All Carey owned and operated franchises and affiliated companies, follow
2 stringent brand and service standards to ensure that Carey customers, no matter where they are or
3 where they travel, always receive exceptional quality cars and drivers.

4 11. Carey owns registrations for the CAREY® marks in more than 25 countries and
5 uses the CAREY® mark in more than 27 countries, all in connection with its limousine and
6 transportation services business.

7 12. In the United States, the service mark and trade name CAREY® is registered with
8 the United States Patent and Trademark Office (Registration Nos. 1,107,533 and 1,375,117) in
9 the name of plaintiff Carey Licensing, Inc. Copies of the Certificates of Registrations for these
10 marks are attached hereto as Exhibits 1 and 2, respectively. These registrations, which issued in
11 1977 and 1985, respectively, are valid and incontestable under 15 U.S.C. § 1065. Carey
12 Licensing, Inc. licenses the CAREY® marks to Carey for use worldwide. The goodwill accruing
13 from that use inures entirely and solely to Carey's benefit.

14 13. Like virtually all companies in the transportation industry, Carey is highly
15 dependent upon the Internet and directory assistance to conduct its business and secure customer
16 reservations. Accordingly, Carey also is the owner of more than one hundred domain names that
17 incorporate its CAREY® marks and that it uses in connection with its worldwide limousine and
18 transportation business. Carey's domain names include: **CareyLimousines.com,**
19 **CareyInternational.com, CareyInt.com, and eCarey.com.**

20 14. Carey registered the earliest of these domain names in 1995. Carey actively uses
21 these domain names in connection with its worldwide limousine and transportation business.
22 Carey's central website is located at **eCarey.com** and a number of its other domain names,

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COMPLAINT - 4

1 including most notably, **CareyLimousines.com**, **CareyInternational.com**, and **CareyInt.com**,
2 automatically redirect Internet users to the **eCarey.com** site. Among the most useful features of
3 the **eCarey.com** website is the opportunity for Carey customers to make limousine and other
4 transportation reservations immediately, effortlessly and inexpensively twenty-four hours a day,
5 seven days a week, in cities throughout the world, without the barriers ordinarily posed by
6 language, time zone and language differences.
7

8 15. In addition to the Internet, Carey receives reservations 24 hours a day, 7 days a
9 week through the Carey International Reservation System ("CIRS"). The CIRS is operated by
10 Carey's central reservation department, which processes reservations through the Company's
11 proprietary computer system. The central reservation department receives reservations through
12 several toll free telephone numbers, including, but not limited to, (800) 336-4646, by fax, or
13 through one of the six major airline reservation systems
14

15 16. Carey has invested considerable time, effort and expense in developing its name
16 and reputation and, through these efforts, has become one of the most prominent and respected
17 limousine companies in the field. Carey provides limousine services to many of the nation's
18 most prestigious corporations, such as IBM, American Express, Merrill Lynch, New Line
19 Cinema, and Bank of America. It has also provided transportation services to political
20 dignitaries such as Senators John McCain and Orrin Hatch, as well as many others.
21

22 17. Carey advertises its services via the Internet, in the White and Yellow Page
23 telephone directories and by distributing over 1.1 million promotional items and other collateral
24 materials. Annually, Carey and its domestic individual and company owned and operated
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1 franchise and affiliated companies, expend approximately \$1.9 million to advertise and promote
2 their services under the CAREY® marks.

3 18. As a result of Carey's extensive use, advertising and promotion of its CAREY®
4 marks, the mark CAREY® has acquired valuable good will, and the public recognizes and
5 associates the CAREY® marks with the high quality limousine services provided by Carey only.
6

7 **THE DEFENDANTS AND**
8 **ALLEGATIONS COMMON TO ALL CLAIMS**

9 **Defendants Alexander Sandler and Sima Sandler**

10 19. Defendant Alexander Sandler is an individual who, upon information and belief,
11 resides and conducts business at 12608 SE 4th Place, Bellevue, Washington 98005. Upon
12 information and belief, Mr. Sandler operates a competing limousine business under the
13 intentionally confusingly similar name of "Carey Limo International."

14 20. Defendant Sima Sandler is an individual who, upon information and belief, is the
15 teenage daughter of Alexander Sandler and resides at 12608 SE 4th Place, Bellevue, Washington
16 98005.

17 21. To advertise his competing limousine business, Mr. Sandler and his teenage
18 daughter Sima Sandler have registered multiple domain names containing Carey's CAREY®
19 marks. The infringing domain names Mr. Sandler owns and/or controls with his daughter are:
20 **CareyLimoInternational.com, CareyUS.com, and CareyGlobal.com.** All of these domain
21 names link to a website for "Carey Limo International" that is intentionally designed to deceive
22 and confuse consumers into believing that they have located Plaintiff Carey's official website.
23

24 22. For example, Mr. Sandler boldly displays on every page of his three websites a
25 banner proclaiming "**Carey Limo International: Providers of Quality International and**
26

1 **Interstate Limousine Services Since 1975,”** despite the fact that, upon information and belief,
 2 his “Carey Limo International” operation actually has been in business only since approximately
 3 2004. In addition, in further violation of Carey’s trademark rights, Mr. Sandler has registered
 4 and/or controls two toll-free numbers which contain the CAREY® marks in their entirety – a
 5 telephone number (888) **CAREY-03** and a fax number (888) **CAREY-04**. Mr. Sandler boldly
 6 displays both of these telephone and fax numbers, as well as a local New York number (212)
 7 **777-2211**, on the top of each webpage. In an further effort to confuse consumers into believing
 8 that they have reached Carey’s website, Mr. Sandler displays on the bottom of each webpage the
 9 following legend:

11 **RESERVE TOLL FREE: 1. 888.CAREY 03**

12 © 2005 Carey Limo International

13 All Rights Reserved

14 23. When Carey learned about Mr. Sandler’s and his daughter’s registration of the
 15 infringing domain names **CareyLimoInternational.com**, **CareyUS.com**, and
 16 **CareyGlobal.com**, it filed two domain name complaints against him and Sima Sandler (in
 17 whose name some of the domain name were registered). These domain name complaints, *Carey*
 18 *International, Inc. v. Sima Sandler* (NAF Case No. 486191) and *Carey International, Inc. v.*
 19 *SeattleTownCar.com aka Alex Sandler* (NAF Case No. 489305) were filed on May 27, 2005 and
 20 June 1, 2005, respectively, and are currently pending before the National Arbitration Forum.

21 24. Since the filing of the two domain name complaints referred to above, Carey
 22 learned that Mr. Sandler also controls the domain name **NetworkLimo.com** through his alleged
 23 company **ManhattanLimo.com** which, upon information and belief, operates from the same
 24 address as Mr. Sandler’s residence -- 12608 SE 4th Place, Bellevue Washington 98005.
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COMPLAINT - 7

25. The domain name **NetworkLimo.com** also links to a website for "Carey Limo International" and contains the same content as the other three websites controlled by Mr. Sandler located at **CareyLimoInternational.com**, **CareyUS.com**, and **CareyGlobal.com**. Specifically, on the **NetworkLimo.com** website, Mr. Sandler displays the banner "Carey Limo International: Providers of Quality International and Interstate Limousine Services Since 1975" and the same phone and fax numbers for Carey Limo International: (888) CAREY-03 (phone) and (888) CAREY-04 (fax).

Defendant Alexander Sandler Expands His Unlawful Activities By Co-opting Additional Relatives To Infringe The CAREY® Marks

26. Since the filing of the domain name complaints against Mr. Sandler and his daughter Sima, Mr. Sandler, upon information and belief, has expanded his unlawful activities by enlisting more of his relatives to join him in his blatant campaign to infringe Carey's trademark rights. Not only has Mr. Sandler and/or his daughter transferred ownership of domain names that are the subject of the NAF actions -- **CareyLimoInternational.com**, **CareyUS.com**, and **CareyGlobal.com** -- to their relatives Defendants Alexander Kogan and Oksana Sandler, but Alexander Sandler has also had Mr. Kogan and Oksana Sandler, based on information and belief, register a multitude of new domain names which contain the CAREY® marks on his behalf.

Defendant Oksana Sandler

27. For example, Defendant Oksana Sandler is an individual who, upon information and belief, is related to Mr. Sandler. Upon information and belief, Oksana Sandler resides and/or conducts business at 10415 NE 16th Place, Bellevue Washington 98004.

1 28. Upon information and belief, Oksana Sandler has recently registered the
2 following domain names that contain the CAREY® mark in its entirety, as well as corrupted
3 spellings of CAREY®:

4 **CareyLimolInternational.com**

5 **CareyUS.com**

6 **CareyInc.com**

7 **Cary-Inc.com**

8 **Carey-Corp.com**

9 **CarreyInternational.com**

10 **CarreyChauffeurs.com**

11 **CarreyGlobal.com**

12 **CarreyUS.com**

13 **CarreyUSA.com**

14 **Defendant Alexander Kogan**

15
16 29. Defendant Alexander Kogan is, upon information and belief, Mr. Sandler's
17 cousin. Upon information and belief, Mr. Kogan resides at 12608 SE 4th Place, Bellevue,
18 Washington 98005.

19
20 30. Upon information and belief, Mr. Kogan has joined his cousin Alexander
21 Sandler in infringing Carey's marks by registering multiple domain names that contain
22 CAREY® in its entirety. Upon information and belief, the domain names Mr. Kogan has
23 registered include:

24 **CareyGlobal.com**

Carey-Online.com

Carey-Web.com

I-Carey.com

31. Upon information and belief, Mr. Kogan also owns the domain names **TLimo.com** and **LimousineInternational.com**, both of which link to websites for “Carey Limo International” and which contain the same content as the websites controlled and/or owned by Mr. Sandler and/or Sima Sandler. Thus, the webpages linked to these websites prominently displays on every webpage (i) the deceptive banner “Carey Limo International: Providers of Quality International and Interstate Limousine Services Since 1975; (ii) the infringing phone and fax numbers for Carey Limo International (888) CAREY-03 and (888) CAREY-04, and (iii) the footer legend

RESERVE TOLL FREE: 1. 888.CAREY 03

© 2005 Carey Limo International

All Rights Reserved

Defendants’ Wrongful Conduct

32. Upon information and belief, Defendants are deceitfully accepting reservations from customers, including some of Carey’s customers, who have reached Defendants’ companies in error. Customers almost never reserve a limousine by walking into one of Carey’s offices. Instead, customers frequently call directory assistance and/or search the Internet to obtain Carey’s telephone number and/or make reservations over the web. Thus, if another company is using Carey’s marks in its domain name and/or on its web site, consumers are likely to believe that they are dealing with Carey when they are not.

33. Upon information and belief, consumers who have conducted Internet searches and found Defendants' websites located at **CareyLimoInternational.com**, **CareyUS.com**, **CareyGlobal.com**, **CareyInc.com**, **Carey-Inc.com**, **Carey-Corp.com**, **CarreyInternational.com**, **CarreyChauffeurs.com**, **CarreyGlobal.com**, **Carey-Online.com**, **Carey-Web.com**, **I-Carey.com**, **CarreyUS.com**, **CarreyUSA.com**, **NetworkLimo.com**, **TLimo.com**, and **LimousineInternational.com**, and/or who call (888) CAREY-03 or (212) 777-2211, and/or sent a fax to (888) CAREY-04, have been deceived and confused into believing that Defendants' services originate from, are associated with, and/or are authorized or sponsored by Carey, when they are not.

34. For example, when one of Carey's clients called "Carey" to dispute a bill, the "Carey" employee with whom he spoke threatened him and was abusive and unprofessional. Specifically, by e-mail dated July 8, 2005, the purported "Carey" employee wrote the following:

"Please put your license in your >>>, you will pay your bill."

Thank You!

Alex@uscarey.com

www.limousineinternational.com"

35. Understandably, the client called Carey to complain, and Carey determined that the client mistakenly had booked his limousine service through the website **LimousineInternational.com**, controlled by Mr. Kogan, and believed from the content of that website that he was doing business with Carey. In fact, based upon the signature line of the e-mail message he received, Carey's client was most likely doing business with and corresponding with Mr. Sandler or Mr. Kogan.

1 36. In addition, Carey Denver recently received a complaint from a customer who
2 was misled into believing that Defendants' limousine services were those of Carey. Specifically,
3 one of Carey Denver's customers called to complain about the limousine service she had recently
4 received saying, "It was not the usual Carey service." The client also disputed the bill. When
5 Carey Denver owner reviewed the bill, it was clear that the client had reserved her unsatisfactory
6 limousine service through "Carey Limo International," (which domain name is registered to
7 Oksana Sandler).

9 37. As a result of Defendants' unlawful activities, Carey and the consuming public
10 have suffered and will continue to suffer irreparable harm and injury. Among other things,
11 Defendants' activities: (i) wrongfully trade upon Carey's reputation and exclusive right in and to
12 the trademark and name CAREY®; (ii) deprive Carey of the absolute right to determine the
13 manner in which Carey's image is presented to the general public, and (iii) deceive and confuse
14 the public as to the origin, affiliation and sponsorship of Defendants' services.

16 38. As a result of Defendants' wrongful acts, Carey has suffered, and will continue to
17 suffer, irreparable injury in the form of lost goodwill and injury to reputation.

18 39. No monetary remedy alone would be adequate to compensate Carey for all the
19 harm that Defendants' wrongful acts have caused to Carey's service marks, trade names,
20 reputations and goodwill, and for the harm that Carey will suffer if Defendants are not enjoined
21 from their wrongful acts.

23 **FIRST CLAIM FOR RELIEF**

24 **(Trademark Infringement, 15 U.S.C. § 1114)**

25 40. Carey repeats and realleges the allegations in paragraphs 1 through 39 as if fully
26 set forth herein.

COMPLAINT - 12

1 41. Notwithstanding Carey's well-known prior rights in the CAREY® trademarks,
2 Defendants have used Carey's marks in connection with limousine companies, including,
3 without limitation, "Carey Limo International," that directly compete with Carey. Defendants
4 have therefore used Carey's marks in or affecting interstate commerce without Carey's consent.

5 42. Defendants' use of Carey's trademarks in connection with their limousine
6 businesses is likely to deceive and confuse the consuming public into believing that Defendants'
7 services originate from, are associated with, and/or are authorized or sponsored by Carey, all to
8 the damage and detriment of Carey's reputation, goodwill and sales.

9 43. Defendants' actions constitute trademark infringement in violation of Section
10 32(1) of the Lanham Act, 15 U.S.C. § 1114(a).

11 44. Upon information and belief, Defendants' activities, as described above, were
12 taken with knowledge of Carey's rights, and thus constitute deliberate infringement.

13 45. As a result of Defendants' willful infringement, Carey has suffered irreparable
14 harm. Carey has no adequate remedy at law and, if Defendants' activities are not enjoined, will
15 continue to suffer irreparable harm and injury to its goodwill and reputation. Carey has also
16 suffered pecuniary damages from Defendants' actions in an amount yet to be proven at trial.

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19 **SECOND CLAIM FOR RELIEF**

20 **(Trademark Infringement under Section 43(a) of the Lanham Act)**

21 46. Carey repeats and realleges the allegations in paragraphs 1 through 45 as if fully
22 set forth herein.

23 47. Notwithstanding Carey's well-known prior rights in the CAREY® marks,
24 Defendants have used these marks in connection with limousine companies that directly compete
25
26

1 with Carey. Defendants have therefore used Carey's marks in or affecting interstate commerce
2 without their consent.

3 48. Defendants' use of Carey's trademarks in connection with competing limousine
4 businesses is likely to deceive and confuse the consuming public into believing that Defendants'
5 services originate from, are associated with, and/or are authorized or sponsored by Carey, all to
6 the damage and detriment of Carey's reputation, goodwill and sales.
7

8 49. Defendants' actions constitute trademark infringement in violation of Section
9 43(a) of the Lanham Act, 15 U.S.C. § 1125(a).

10 50. Upon information and belief, Defendants' activities were taken with knowledge
11 of Carey's rights, and thus constitute deliberate infringement.

12 51. As a result of Defendants' willful infringement, Carey has suffered irreparable
13 harm. Carey has no adequate remedy at law and, if Defendants' activities are not enjoined, will
14 continue to suffer irreparable harm and injury to its goodwill and reputations. Carey has also
15 suffered pecuniary damages from Defendants' actions in an amount to be proven at trial.
16

17 **THIRD CLAIM FOR RELIEF**

18 **(False Designation of Origin and Unfair Competition under**
19 **Section 43(a) of the Lanham Act)**

20 52. Carey repeats and realleges the allegations in Paragraphs 1 through 51 above as if
21 fully set forth herein.

22 53. Defendants' use of Carey's trademarks as described above constitutes false
23 designation of origin and unfair competition in violation of Section 43(a) of the Lanham Act, 15
24 U.C.S. § 1125(a).
25
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1 54. Upon information and belief, Defendants' use of Carey's trademarks has been
2 willful and intentional.

3 55. As a result of Defendants' willful infringement, Carey has suffered irreparable
4 harm. Carey has no adequate remedy at law and, if Defendants' activities are not enjoined, will
5 continue to suffer irreparable harm and injury to their goodwill and reputation. Carey has have
6 also suffered pecuniary damages from Defendants' actions in an amount to be proven at trial.

8 **FOURTH CLAIM FOR RELIEF**

9 **(Cybersquatting under the Anticybersquatting Consumer Protection Act, 15 U.S.C. §**
10 **1125(d)(1)(A))**

11 56. Carey repeats and realleges the allegations in Paragraphs 1 through 55 above as if
12 *fully set forth herein.*

13 57. Defendants' registration of the following domain names:
14 **CareyLimolInternational.com, CareyUS.com, CareyGlobal.com, CareyInc.com, Carey-**
15 **Inc.com, Carey-Corp.com, CarreyInternational.com, CarreyChauffeurs.com,**
16 **CarreyGlobal.com, Carey-Online.com, Carey-Web.com, I-Carey.com, CarreyUS.com, and**
17 **CarreyUSA.com,** constitutes cybersquatting in violation of Section 1125 of the
18 Anticybersquatting Consumer Protection Act, 15 U.C.S. § 1125(d)(1)(A).
19

20 58. Carey's CAREY® marks are incontestable, and, thus, inherently distinctive.

21 59. The domain names registered by Defendants are identical and/or confusingly
22 similar to Carey's CAREY® marks.

23 60. Upon information and belief, Defendants registered the above-described domain
24 names in bad-faith with an intent to profit. Defendants' bad-faith in registering the infringing
25 domain names is evidenced by, among other things, Defendants' registration of multiple domain
26

1 names which Defendants know are identical or confusingly similar to Carey's marks. Upon
2 information and belief, Defendants were fully aware of Carey's strong marks in CAREY®
3 before they registered the domain names at issue.

4 61. As a result of Defendants' bad-faith, Carey has suffered irreparable harm. Carey
5 has no adequate remedy at law and, if Defendants' activities are not enjoined, will continue to
6 suffer irreparable harm and injury to its goodwill and reputation. Carey has also suffered
7 pecuniary damages from Defendants' actions in an amount yet to be determined.
8

9 **FIFTH CLAIM FOR RELIEF**

10 **(Washington State Statutory Consumer Protection Act/Unfair Business Practices)**

11 62. Carey repeats and realleges the allegations contained in Paragraphs 1 through 61
12 above as fully set forth herein.

13 63. This claim arises under RCW 19.86.020, *et seq.*, which prohibits all unfair
14 methods of competition or unfair or deceptive acts or practices in the conduct of trade or
15 commerce.
16

17 64. Defendants' use of Carey's CAREY® marks in connection with their competing
18 limousine company as described above has injured and will, unless enjoined by this Court,
19 continue to cause injury to Carey's business reputation and deceive the public into believing that
20 Defendants' services are associated with or sponsored by Carey when they are not.
21

22 65. Carey is without an adequate remedy at law in that damages are insufficient to
23 redress the presumptive harm inherent in unfair competition.

24 66. Carey has sustained damages as a direct result of Defendants' infringing and
25 wrongful acts in an amount to be proven at trial, which should be trebled up to the limits set forth
26

1 under RCW 19.86.090. Carey also is entitled to an award of its costs and reasonable attorney's
2 fees incurred herein under RCW 19.86.090.

3 **SIXTH CLAIM FOR RELIEF**

4 **(Common Law Unfair Competition)**

5
6 67. Carey repeats and realleges the allegations contained in Paragraphs 1 through 66
7 above as fully set forth herein.

8 68. This claim arises under the common law of trademark infringement and unfair
9 competition.

10 69. Defendants' use of the CAREY® marks as described above is calculated to and is
11 likely to confuse, deceive, and mislead the consuming public into believing that Defendants'
12 services are associated with, are authorized by, or are otherwise related to Carey's limousine
13 services.

14
15 70. Upon information and belief, Defendants' use of the CAREY® marks has been
16 willful and intentional.

17 71. Defendants' conduct constitutes unfair competition, trademark infringement,
18 passing off, unjust enrichment, and misappropriation of the rights and goodwill of Carey and its
19 CAREY® marks.

20
21 72. As a result of Defendants' willful infringement, Carey has suffered irreparable
22 harm. Carey has no adequate remedy at law and, if Defendants' activities are not enjoined, will
23 continue to suffer irreparable harm and injury to their goodwill and reputation. Carey has also
24 suffered pecuniary damages from Defendants' actions in an amount to be proven at trial.

PRAYER FOR RELIEF

WHEREFORE, Carey respectfully prays for the following relief:

A. That Defendants, their officers, directors, agents, employees, successors, assigns and attorneys, and all other persons or entities acting on their behalf or under their control or in active concert or participation with any of them, be preliminarily and permanently enjoined and restrained from:

(i) Using the names and marks CAREY, "Carey Limo International," "Carey Limo," and any other marks and/or trade names that are confusingly similar to CAREY, including, but not limited to, any variation or misspellings of CAREY, in any manner in connection with the rendering and/or advertising of limousine or chauffeur driven services;

(ii) Registering, purchasing, selling, owning or transferring any domain name that contains the CAREY marks or any other term that is confusingly similar to CAREY, whether alone or in any combination with any other words, including, but not limited, to any domain name that contains any variation or misspellings of CAREY;

(iii) Securing any listing with all national, local or toll-free carriers either through the White Pages, Yellow Pages or directory assistance under the name "Carey" or any other name that is confusingly similar to "Carey," or any variation or misspellings thereof, whether alone or in any combination with any other words;

(iv) Securing any listing with all national, local or toll-free carriers either through the White Pages, Yellow Pages or directory assistance that contains the mark CAREY or any other name or mark that is confusingly similar to CAREY, including, but not limited to, any variation and/or misspellings of CAREY;

1 (v) Doing any other act or thing calculated or likely to cause the public to be
 2 confused or deceived into believing that Defendants' limousine services originate from or are
 3 affiliated with or are sponsored by Carey, or that Defendants have any connection with Carey.

4 B. That the Defendants, their officers, directors, agents, employees, successors,
 5 assigns, attorneys, and all other persons or entities acting on their behalf or under their control or
 6 in active concert or participation with any of them, be ordered to instruct Verizon, Ameritech and
 7 all other national, local and toll-free carriers with whom Defendants have placed the telephone
 8 numbers (888) CAREY-03, (888) CAREY-04 and (212) 777-2211 to remove these numbers
 9 from directory assistance, the White and Yellow Pages and any other published listing.

10 C. That the Defendants, their officers, directors, agents, employees, successors,
 11 assigns, attorneys, and all other persons or entities acting on their behalf or under their control or
 12 in active concert or participation with any of them, be ordered to instruct Verizon, Ameritech and
 13 all other national, local and toll-free carriers with whom they have placed telephone numbers
 14 (888) CAREY-03, (888) CAREY-04 and (212) 777-2211 to assign or transfer to Carey, but at
 15 Defendants' expense, the telephone numbers (888) CAREY-03, (888) CAREY-04 and (212)
 16 777-2211.

17 D. That the Defendants be ordered to transfer to Carey, but at Defendants' expense,
 18 ownership of the domain names: **CareyLimolInternational.com, CareyUS.com,**
 19 **CareyGlobal.com, CareyInc.com, Carey-Luc.com, Carey-Corp.com,**
 20 **CarreyInternational.com, CarreyChauffeurs.com, CarreyGlobal.com, Carey-Online.com,**
 21 **Carey-Web.com, I-Carey.com, CarreyUS.com, and CarreyUSA.com.**

1 E. That the Defendants be ordered to transfer to Carey, but at Defendants' expense,
2 ownership of the domain names: **NetworkLimo.com**, **LimousineInternational.com** and
3 **TLimo.com** and/or remove from the websites located at these domain names all references to
4 CAREY, "Carey Limo International," "Carey Limo," and any other marks and/or trade names
5 that are confusingly similar to CAREY, including, but not limited to, any variation or
6 misspellings of CAREY.
7

8 F. That the Defendants, their officers, directors, agents, employees, successors,
9 assigns, attorneys, and all other persons or entities acting on their behalf or under their control or
10 in active concert or participation with any of them, be ordered to remove from all websites
11 owned and/or controlled by them including, but not limited to, **CareyLimoInternational.com**,
12 **CareyUS.com**, **CareyGlobal.com**, **NetworkLimo.com**, **LimousineInternational.com**, and
13 **TLimo.com** all references to Carey's CAREY® marks and/or trade names, and/or any
14 confusingly similar marks or trade names, including, but not limited to, "Carey Limo
15 International" and any variation or misspellings of CAREY.
16

17 G. That the Defendants, their officers, directors, agents, employees, successors,
18 assigns, attorneys, and all other persons or entities acting on their behalf or under their control or
19 in active concert or participation with any of them, be directed to destroy all business forms,
20 letterheads, reservation forms, dispatch forms, checks, checking information, marketing
21 materials, signage, emblems, logos and any other materials that bear or contain the term CAREY
22 and any variation thereof, including, but not limited to, any variation or misspellings of CAREY.
23

24 H. That the Court enter judgment in favor of Carey on all their claims for relief.
25
26

1 I. Awarding Carey monetary relief in such amount as may be determined at trial,
2 including, but not limited to, Defendants' profits (and any profits of any other persons or entities
3 acting on their behalf or under their control or in active concert or participation with any of
4 them), to be trebled pursuant to 15 U.S.C. § 1117(b), as a result of Defendants' willful and
5 deliberate infringement of Carey's CAREY® marks.
6

7 J. Ordering Defendants (and any other persons or entities acting on their behalf or
8 under their control or in active concert or participation with any of them) to account to Carey for
9 all damages caused by its use of Carey's CAREY® marks.

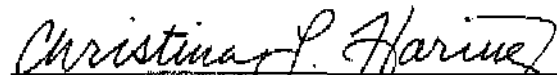
10 K. Ordering Defendants (and any other persons or entities acting on their behalf or
11 under their control or in active concert or participation with any of them) to make restitution to
12 Carey for any unjust enrichment caused by virtue of its unlawful conduct as complained of
13 herein.
14

15 L. Awarding Carey their costs and attorneys' fees in prosecuting this action.

16 M. Granting Carey such other and further relief as the Court deems just and proper.

17 DATED: August 1, 2005.

18 STOEL RIVES LLP

19
20 

21 Christopher N. Weiss, WSB No. 14786
22 Christina L. Haring, WSB No. 30121
23 Attorneys for Plaintiffs Carey Licensing, Inc. and
24 Carey International, Inc.
25
26

7K 333280

THE UNITED STATES OF AMERICA

TO ALL TO WHOM THESE PRESENTS SHALL COME:

UNITED STATES DEPARTMENT OF COMMERCE

United States Patent and Trademark Office

November 22, 2000

THE ATTACHED U.S. TRADEMARK REGISTRATION 1,107,533 IS
CERTIFIED TO BE A TRUE COPY WHICH IS IN FULL FORCE AND
EFFECT WITH NOTATIONS OF ALL STATUTORY ACTIONS TAKEN
THEREON AS DISCLOSED BY THE RECORDS OF THE UNITED STATES
PATENT AND TRADEMARK OFFICE.

REGISTERED FOR A TERM OF 20 YEARS FROM *November 28, 1978*
SECTION 8 & 15

SAID RECORDS SHOW TITLE TO BE IN:

CAREY CORPORATION, THE
A DISTRICT OF COLUMBIA CORPORATION



By Authority of the
COMMISSIONER OF PATENTS AND TRADEMARKS

L. Edelen

L. EDELEN
Certifying Officer

Int. Cl.: 39

Prior U.S. Cl.: 105

United States Patent and Trademark Office

Reg. No. 1,107,533

Registered Nov. 28, 1978

SERVICE MARK

Principal Register

CAREY

The Carey Corporation (District of Columbia corporation)
3217 K St. NW.
Washington, D.C. 20007

For: TRANSPORTATION SERVICES—NAMESLY;
TRANSPORTING PASSENGERS IN CHAUFFEUR
DRIVEN AUTOMOBILES—in CLASS 39 (U.S. CL.
105).

First use Feb. 1, 1939; in commerce Feb. 1, 1939.
Owner of Reg. No. 633,597.

Ser. No. 146,807, filed Oct. 31, 1977.

TM 333280

THE UNITED STATES OF AMERICA

TO ALL TO WHOM THESE PRESENTS SHALL COME

UNITED STATES DEPARTMENT OF COMMERCE

United States Patent and Trademark Office

November 22, 2000

THE ATTACHED U.S. TRADEMARK REGISTRATION 1,375,117 IS
CERTIFIED TO BE A TRUE COPY WHICH IS IN FULL FORCE AND
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THEREON AS DISCLOSED BY THE RECORDS OF THE UNITED STATES
PATENT AND TRADEMARK OFFICE.

REGISTERED FOR A TERM OF 20 YEARS FROM *December 10, 1985*
SECTION 8 & 15

SAID RECORDS SHOW TITLE TO BE IN:

CAREY CORPORATION, THE
A DISTRICT OF COLUMBIA CORPORATION



By Authority of the
COMMISSIONER OF PATENTS AND TRADEMARKS

L. Edelen

L. EDELEN
Certifying Officer

Int. Cl.: 39

Prior U.S. Cl.: 105

United States Patent and Trademark Office

Reg. No. 1,375,117

Registered Dec. 10, 1985

**SERVICE MARK
PRINCIPAL REGISTER**

CAREY

CAREY CORPORATION, THE (D.C. CORPORATION)
4545 42ND STREET, N.W.
WASHINGTON, DC 20016

FOR: TRANSPORTATION SERVICES,
NAMELY, TRANSPORTING PASSENGERS IN
CHAUFFEUR-DRIVEN AUTOMOBILES, IN
CLASS 39 (U.S. CL. 105).

FIRST USE 3-15-1973; IN COMMERCE
3-15-1973.
OWNER OF U.S. REG. NOS. 653,597 AND
1,107,533.
SEC. 2(F).

SER. NO. 916,893, FILED 1-10-1985.

ROBERT J. CROWE, EXAMINING ATTORNEY